P. J. Rovero
42 Damon Heights Road
Niantic, CT 06357
provero@home.com
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Renata B. Hesse
Antitrust Division
U.S. Department of Justice
601 D St. NW, Suite 1200
Washington, DC 20530-0001

Re: Proposed United States vs. Microsoft Settlement

Ms. Hesse,

I have been a computer user for more than thiry years, and have developed

software for both Microsoft and non-Microsoft operating systems.

After reading the proposed settlement, I am very concerned
that certain definitions, limitations, and exceptions will
make the agreement ineffective in remedying the abuse of
monopy power by Microsoft.

Two very broad goals should be pursued to curb this abuse of
monopoly power:

1. Developers must be able to develop applications and middleware for

the Windows Operating System Products that can compete with Microsoft

Applications and Middleware products.

2. Developers must be able to develop applications and middleware
for non-Windows operating systems that can interoperate, as either

clients or servers, in networks with computers running Windows Operating

System Products.

To achieve these goals, more open access to information, and more

restrictions on the behavior of Microsoft applications and operating

systems are required. I suggest the agreement be modified with

the following provisions.
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(1) Microsoft shall publish the following information for the Windows

Operating System Products and all middleware applications:

   (i)   application programming interfaces (APIs)
   (ii) communications protocols
   (iii) application file formats
   (iv) documentation on (i), (ii), and (iii).

(2) The information should be freely distributable through
non-Microsoft sources, including non-Microsoft web servers.

No registration for Microsoft services shall be required for access

to the information.

(3) Draft or proposed changes to APIs, communications protocols,

applications file formats and documentations must be shared with the

public as soon as ALPHA test dates are identified in software project

development plans. Software developers understand that drafts are works

in progress, but software development lead times are such that waiting

until final BETA does not give competitors an even playing field.

(4) No U.S. government procurement, whether by federal agency, or by

grant to states, cities, local governments, or non-governmental agencies,

shall mandate or specify the purchase of Microsoft Operating System

Products or Middleware. Procurements may only specify the required

functionality, and compatibility with the published (in (1) and (2)

above) APIs, communications protocols, applications and application

file formats.

(5) The Technical Committee must ensure that all Microsoft applications and middleware (including
Microsoft Office) use only the published APIs, protocols, and formats. The corrective

actions include forcing Microsoft to:

  (a) Removing unpublished APIs, protocols, and file formats

      as timely mandatory corrective service packs, or
  (b) Immediate publication of such APIs, protocols, and
      file formats, with monetary fines when such changes
      were not issued as draft changes in accordance with (2).

(6) Microsoft Operating System and Middleware products have often,

without warning or option, overwritten non-Microsoft boot loaders and

system preferences, or installed themselves as "preferred" applications

in place of non-Microsoft applications. Under the settlement, Microsoft

products must respect non-Microsoft boot loaders, applications, and

settings, and must allow installation according to user preferences

and priorities.
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In conclusion, the proposed agreement does not do enough to
address Microsoft's abuse of monopoly power. Please seriously
consider my suggested modifications to correct the agreement.

P. J. Rovero
provero@home.com

cc: Senator Christopher Dodd
    Senator Joseph Lieberman
    Representative Rob Simmons
    CT Attorney General Richard Blumenthal